BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

VOLUME-I SECTION-GCC
GENERAL TERMS AND CONDITIONS
Enq No CEE/BMAZ South/24-25/Enq No 03/Call-02

1.0 In the interest of BESCOM services, the total requirements of Providing 135 no's of Security guards to C,O&M Cash Counters, Offices & Stores in Bangalore O&M Circles i.e., South & West, in BMAZ South, BESCOM, Bangalore. However any changes will be as per the provisions of KTPP Act.

2.0 Minimum Qualification and knowledge required for Security Guards.

a. The Security Guard's, minimum qualification should be 7th standard pass or equivalent
b. The Security Personnel provided shall be able bodied, physically fit and mentally sound, well trained and disciplined
c. Should be aged between 20 to 45 years.
d. Knowledge of Kannada & English is a must.

3.0 The Contract agency which is providing security guards services will be purely on contract basis and not entitled to claim any permanency benefits from BESCOM.

4.0 **Services Required by the BESCOM:**

4.1 The Agency shall be providing manpower services in BESCOM's premises as per the details given herein, or any other location as required by the BESCOM to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.

4.2 Payment shall be made as agreed between the BESCOM and the Agency at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.

4.3 The Agency shall provide manpower services in the BESCOM's premises to its entire satisfaction and it is the sole responsibility of the Agency that the work is executed in all respects in accordance with the Agency's obligations.

4.4 The agency should meet all the medical expenses of outsource employees for which agency should have the Medical/Accident insurance policy for its employees.

5.0 **Agency's Obligations:**

5.1 The Agency shall provide manpower services at BESCOM's premises as per Schedule of Work / Requirements which may be amended from time to time by the BESCOM during the Contractual period and it shall always form part and parcel of the Contract. The agency shall abide by such assignments as provided by the BESCOM from time to time.

5.2 The Agency shall provide manpower services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the agency only and the BESCOM shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Agency.

5.3 The agency shall submit to Client, the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.

5.4 The agency shall produce to the client, the details of payments of statutory benefits from time to time to its personnel.

5.5 Chief Engineer, BMAZ South, BESCOM shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the agency reserves the right to remove any personnel with prior intimation to the Chief Engineer, BMAZ South, BESCOM, emergencies exempted.

5.6 The agency shall cover its personnel for personal accident and death whilst performing the duty and the BESCOM shall own no liability and obligation in this regard.

5.7 The agency shall meet all the medical expenses of outsource employees for which agency should have the medical/accident insurance policy for its employees.

5.8 The agency shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.

5.9 The agency shall issue identity cards / identification documents to all its employees, who will be instructed by the Agency to display the same.

5.10 **The personnel of the Agency shall not be the employees of the BESCOM and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Agency shall make them known about this clause in writing before deployment under this agreement.**

5.11 The agency shall also provide at its own cost all benefits statutory or otherwise to its employees and the BESCOM shall not have any liability whatsoever on this account. The Agency shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.

5.12 The agency shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. Proof of the same should be submitted by the Agency quarterly.

5.13 The agency shall submit a copy of wages sheet showing monthly wages paid to its personnel.

5.14 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

5.15 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Chief Engineer, BMAZ South, BESCOM.

5.16 **The agency shall not employ any person below the age of 18 years**.

5.17 Manpower so engaged shall be trained for providing services.

6.0 Agency's Personnel:

6.1 The Agency shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the agency under the Contract and to provide full attention for executing the work thereof.

6.2 The agency shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The agency shall also keep informing the Client of any change in its organization or its personnel

6.3 The personnel engaged by the agency shall be dressed in neat and clean uniform (including proper ID cards).

6.4 The Agency personnel should have the Aadhaar Numbers and the same should be submitted by the agency along with the monthly bills.

7.0 Agency's Liability:

7.1 The Agency shall completely indemnify and hold harmless the BESCOM and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Agency or any of its employees engaged in the provision of the manpower services to the BESCOM.

7.2 The Agency shall not be liable in any way whatsoever and the BESCOM hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:

Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks.

Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Agency or any of its employees engaged in the provision of manpower Services to the BESCOM.

7.3 The Agency shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of

the Agency contravening this condition, Chief Engineer, BMAZ South, BESCOM is entitled to reject the contract and place the contract elsewhere on the Agency risk and cost, by giving 7 days' notice. Agency shall be liable for any loss or damage, which the Chief Engineer, BMAZ South, BESCOM may sustain in consequence or arising out of such replacing of the contract.

7.4As per the BESCOM circular No: BESCOM/GM(A&HR)/BC-50/2505/2019-20/ CYS-20 Dt:05.02.2020, the successful bidder while providing 135 nos. of security guard, should ensure that there will 15% of SC members and 3% of ST members without fail.

7.5 The Bidder/agency should not have been penalized by competent Court due to violation of Labour law.

8.0 **The Contract agency, which is providing manpower services will be purely on contract basis and not entitled to claim any permanency benefits from BESCOM.**

9.0 The Agency shall ensure satisfactory standards by his staff posted and loss to BESCOM caused due to negligence in duties, undesirable act, misbehavior and carelessness of its employees shall be borne by the Agency itself. In case if the services are not up to the mark, such manpower has to be replaced at the request of competent authority by the Agency.

10.0 Agency shall take the responsibility of inspecting their employees on duty on regular basis by appointing one supervisor. Agency shall inspect from time to time and ensure satisfactory performance of the employees provided.

11.0 **Supervision:-**

Agency shall take the responsibility of inspecting their security staff on duty on regular basis by maintaining two tier inspections by its superiors. Agency shall inspect from time to time and ensure satisfactory performance of the Security Staff and un-skilled worker provided.

12.0 **Replacement**

Agency shall provide continuous service of security staff by making stand by / reserve staff and no void shall be allowed. It is the primary responsibility of

the Agency to provide un-interrupted continuous security staff at the designated locations.

13.0 **Details of Shifts**

The normal working hour for the Security Staff on duty shall be as noted below.

Security Services shall be provided on 3 shift basis all the days of the week and for all the 365 days.

1st shift –6:00 AM to 2:00 PM

2nd shift –2:00 PM to 10: 00 PM

3rd shift – 10:00 PM to 6:00 AM

General shift 9.00AM to 6.00PM

The Agency shall make arrangement to provide weekly holidays and other holidays to Security personnel posted on duty by making alternate arrangements**.**

14.0 **Remunerations: -**

Agency shall be responsible for the payment of salaries and other benefits, including ESI, PF, etc., and any other statutory liabilities to its staff. BESCOM will not be responsible for non-payment of remunerations/statutory payments to the Security Guards, under any circumstances.

15.0 **Mode of payment:-**

a) The successful bidder/agency shall submit pre-receipted bill in duplicate with certification from the officer in charge of the office (AEE and AO/AAO) where the services are being availed (HC and AAO in case of Circle and Zonal office), duly countersigned by the concerned Circle Superintending Engineer, Elec., (Zonal Superintending Engineer for the services provided at zonal office) for satisfactory completion of the work for payment of wages to the security personnel, to the O/o Chief Engineer, El, C,O&M, BMAZ South, BESCOM before 7th of the succeeding month. 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries before 15th of the succeeding month.

b) It is mandatory that, the agency shall make the payment to its employees within 7th of every month irrespective of payment received from BESCOM. It is the responsibility of the bidder to produce previous month's ESI, PF contribution receipts and salary aquittance of the deployed staff along with the bill for payment. This shall be strictly adhered to, before making payment.

c) The payment shall be restricted to the no. of security guards availed during that particular month as certified by the jurisdiction section officer.

d) Before passing the bill, the accounts officer should ensure that the Agency shall produce bank statement of each security guard, as proof for having paid the previous month salary to the individual security guard SB account and EPF and ESI payments to the individual employees account of the said contract order.

e) The Agency should produce the salary slip by showing the authenticated EPF code, ESI code and corresponding EPF & ESI deductions to the individual staff's of the said contract order.

f) The Agency should produce copy of the cheque presented to the bank for remittance of salary & copy of bank par-sheet for having debited the same amount, along with the list of 135 no's of security guards provided.

g) In case the bidder fails to fulfil the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the bidder is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.

h) In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of bidder failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the bidder or that may become due to the bidder under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

16.0 The bidder shall pay the salary to security guards as per the “Minimum Wages Act 1948” and also it should be ensured that the salary paid should not be lesser than as per prevailing “Minimum Wages” fixed for security guards under security agency as per the list of scheduled employments minimum wages fixed by Labour department of Karnataka.

When the minimum wages are revised by the Govt of Karnataka, the amount will be compensated by BESCOM in proportion towards wages.

17.0 The Agency shall arrange to pay EPF, ESI, and GST in respect of the persons deployed in BESCOM directly to the respective Government/Central Government Departments. In relation to PF/ESI, employee's share and employers share shall be paid directly by Agency using their registered code. The concerned paid challans with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by Agency. Remittance of such amount is wholly the responsibility of the Agency.

18.0 The payment shall be restricted to the no. of security guards service availed during that particular month

19.0 Selected Security Guards shall be issued a laminated I.D. affixing latest photograph with details of Name, EPF & ESI Account numbers, designation, Name of the Agency, date of appointment, any other details etc by the agency and should be strictly worn by Security Guards during office hours.

20.0 All provisions related as per the Acts noted below shall be provided to the employees by the Agency only and Agency shall provide all related benefits under these following workmen’s act related to Labour law.

Minimum Wages Act, 1948.
Payment of Wages Act, 1936.
Contract Labour (Regulation and Abolition) Act, 1970.
Employees PF and Miscellaneous Provision Act, 1952.
Employees State Insurance Act, 1948.
Payment of Bonus Act, 1965.

Workmen's Compensation Act

Gratuity Act and related all Labourers Law and Rules pertaining to labourers.

Providing benefits as per above Laws to its employees is the responsibility of the contract Agency itself. Any default in compliance, the Agency shall be held responsible.

21.0 The agency should ensure that the security personnel wear uniform and uniform kit like whistle, leather shoes, leather belts, lathi, jersy/over coat, rain coat, torches, shoulder badges, caps with monogram and gun wherever required will also be supplied to the security personnel by the agency. In case, the person so deployed is found to be "not alert" or "not in proper uniform, dress or commits any breach of any of the terms and conditions of the contract", the BESCOM officials shall have the right to impose any punishment or fine up to Rs.1,000/- (rupees one thousand only) on the agency. In case of these defaults, the Chief Engineer (Ele), C,O&M, BMAZ South, BESCOM, has the right to terminate the Contract by giving notice of seven days.

22.0 For the successful Tenderer the rate quoted by the firm is only applicable and shall be not entitled for any other charges.

23.0 Variation in statutory payments:

Any increase in the minimum wages, taxes, statutory payments etc., will be borne by BESCOM and in case of decrease in taxes and statutory payments the difference shall be passed on to BESCOM by the Agency.

24.0 **Agreement: -** The Successful Tenderer shall furnish an agreement on Rs.500/- stamp paper in the prescribed format within 15 days from the date of LOI. The Successful Tenderer shall also furnish the details of Employees name, EPF/ESI Account No if available within fifteen days from the date of issuing of LOI. If ESI, EPF of agency's employees Account number is not available, the same shall be submitted to billing section within 45 days from the date of contract order, failing which the award

will be cancelled and the bidder is liable to be blacklisted apart from forfeiting EMD.

25.0 The Successful Tenderer shall submit the monthly bill in duplicate with authenticate seal and signature for payment.

26.0 The Tenderer shall furnish the following original documents/enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

a. Monthly Attendance Register
b. Attested copy of challan consisting details of EPF/ESI and GST paid during previous month to the respective Govt/Central authorities along with the Employees details.
c. Copy of EPF & ESI paid in the respective formats.
d. Copy of GST paid in the respective format.
e. Each year during the month of December, Rs 20/-from each security guard has to be deducted towards labour welfare fund and a contribution of Rs.40/- (each) from the contract agency side has to be paid to Welfare Commissioner Karnataka Labour Welfare Board, Mysugar building Annex, 2nd Floor, J.C Road, Bangalore-2 .The payment details pertaining to this has to be furnished in the next subsequent monthly bill.

27.0 **The security guards engaged by the firm will be the Employees of Contract Agency and at any cost they will not be considered as employees of BESCOM.**

28.0 In case of any accidents, injuries etc to the engaged security guards of the agency, if any compensation shall be payable to the next kith and Kin by the contract agency only and BESCOM is not responsible in any way.

29.0 The agency shall meet all the medical expenses of outsource employees for which agency should have the medical/accident insurance policy for its employees.

30.0 The Agency will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation &

Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under, and for its non-compliance, the agency shall be responsible for penalties levied by the appropriate authority under the Act. The Agency shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc.,). Depositing of PF contribution as may be applicable is the responsibility of the agency at his own expenses and shall not be reimbursed by the BESCOM. Any default in compliance, the Agency shall be held responsible.

31.0 BESCOM shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the agency. The BESCOM shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The agency shall not be entitled to any other allowances or benefits which are not included in the contract.

32.0 Incase the Tenderer, subcontract the tender to other contract agency, such Tenderer will be rejected by giving 7 days notice. Any loss on account of such acts to BESCOM shall be borne entirely by the agency itself.

33.0 **This contract is for a period of one year**. Incase of any unsatisfactory situations Chief Engineer (Ele), C,O&M, BMAZ South, BESCOM has the right to cancel the order without giving any notice. **Based on the services provided and in case of emergency the contract may be extended w.r.t the KTPP Act.** Contract Agency and its employees have no right to disclose any Technical secrecy, Commercial secrecy and Social secrecy of BESCOM to others.

34.0 The Tenderer shall agree to BESCOM regulations and shall arrange to effectively carry out the social and other responsibilities. Staff of service provider shall not misbehave with Consumer or BESCOM permanent employees or officers nor shall cause any loss to BESCOM property. For any such lapses the Tenderer is solely held responsible.

35.0 The Chief Engineer, C,O&M, BMAZ South, BESCOM, has full rights to accept or reject the offers.

36.0 In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement and the decision of Chief Engineer, C,O&M, BMAZ, South, BESCOM, shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction and In case of any dispute between the Agency and the engaged manpower, BESCOM will not be a party and this has to be settled by the Agency himself at his own cost.

37.0 Security personnel's provided by Contract Agency is not entitled for any permanency benefit in BESCOM.

38.0 The bidder shall quote only the service charge per person per month in the price part.

39.0 **Termination of Contract**: The Contract is liable to be terminated at the absolute discretion of Chief Engineer, C,O&M, BMAZ South ,BESCOM without assigning any reasons on the following grounds and the Security Deposit /EMD amount paid by the agency will be forfeited.

a. The services to be found unsatisfactory.
b. Breach of any terms of the contract
c. If the agency fails to provide the services as per the agreed terms and on violation of any of the terms of the contract, the firm is liable to be blacklisted besides termination of the contract.
d. If the agency fails to remit the ESI&PF amount of its employees to the concerned authority.
e. If the agency fails to make payment to security guards within the time specified.
f. If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.

The decision of the Chief Engineer, C,O&M, BMAZ South ,BESCOM shall be final as regards the acceptability or otherwise of services provided.

40.0 **Penalty**:

The agency shall disburse salary to its deployed manpower latest by 7th of every month, failing which penalty of Rs 500 /- per day will be imposed upto 15th of the month.

In case the Agency fails to comply the terms and conditions as per the contract order the Security Deposit/ Performance Bank Guarantee will be forfeited and Bank guarantee will be encashed. The BESCOM will have the power to appoint any other agency for the manpower services at the risk and cost of the Agency.

In case the agency fails to provide the services of security guards from the specified date, a penalty at the rate of ½% per week subject to a maximum of 10% of the remuneration payable had they been provided will be deducted from the amount to be paid to the Agency for the delayed deployment of security guard's to the offices of O&M Circles of BMAZ South, BESCOM, Bangalore.

In case the Agency fails to fulfill the minimum statutory requirements (ESI/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the **Agency is liable to be blacklisted by the BESCOM,** in addition to forfeiting of the monthly bills and Performance Security Deposit.

In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Agency failing to provide requisitioned number of manpower, the BESCOM shall make deductions at double the rate of hiring rate on pro rata basis from the bills preferred by the Agency or that may become due to the Agency under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the BESCOM.

41.0 **Risk and Cost Service**: In the event, the Agency fails to execute the awarded work or is not able to deliver the work of quality or within the stipulated time period, Chief Engineer, C,O&M, BMAZ South, BESCOM, shall be at liberty to carry out pending activities or the total scope of contract through a Third Party and recover the expenses from the original agency. The Cancellation of Work contract may be either for whole or part of the Work contract, and will be at the Chief Engineer, C,O&M, BMAZ South, BESCOM, option. However, before such cancellation, the Chief Engineer, C,O&M, BMAZ South, BESCOM, shall give four weeks' notice to the agency for taking corrective action. In case, the service provider does not take necessary corrective action to Chief Engineer, C,O&M, BMAZ South, BESCOM, satisfaction, within the said period of four weeks, Chief Engineer, C,O&M, BMAZ South, BESCOM, shall be at liberty to terminate the Work contract in part or whole. Chief Engineer, C,O&M, BMAZ South, BESCOM, may avail, upon such terms and in such manner, as it deems appropriate, services similar to those so terminated. The service provider shall be liable to the BESCOM for any losses, excess costs for such/similar services, provided that the service provider should continue the performance of the Work contract to the extent not terminated under the provisions of this clause. If in the opinion of Chief Engineer, C,O&M, BMAZ South, BESCOM, the service provider is not be able to correct the fault even after notice, and the Chief Engineer, C,O&M, BMAZ South, BESCOM, may terminate the Work contract at the risk and cost of the service provider.

42.0 **Validity:** The validity of this offer shall not be less than 180 days from the date of Bid opening. This shall be clearly stated in the Bid.

43.0 In case of unforeseen conditions the due date of opening of Bid is declared holiday, the Bid shall be opened on the next working day.

44.0 The Chief Engineer, C,O&M, BMAZ South reserves the right to accept/reject any or all the Bid without assigning any reason whatsoever.

45.0 The rates quoted should be both in words and in figures and should be the same. There should not be any erasure or over writing in the quotations.

46.0 Any discount/rebate offered on whatever account shall be indicated for the specific purpose/quantities for which the same is intended otherwise the discount/rebate offered will not be considered while comparing quoted prices.

47.0 Whatever, may be the conditions of sales specified or indicated in the quotation, it is only the conditions indicated in the order and Bid notification that will be binding upon the BESCOM, and if the successful Bidder finds on receipt of the order his inability to accept any of the terms/conditions, he shall raise the issue specifically and get the matter clarified.

48.0 **Contract Period:** Period of Contract is for one year from the date of contract order. **Based on the services provided and in case of emergency the contract may be extended w.r.t the KTPP Act.**

49.0 **SECURITY DEPOSIT**:

a) The Security deposit shall be paid within two weeks from the date of the contract order or shall be along with the acknowledgement for having received the Contract order. The bidder shall pay Security Deposit against Performance in the form of Demand Draft equal to **5% of the total contract value** (of total number of security guards engaged) payable to BESCOM. In case you fail to furnish the required Security Deposit within the prescribed date, the Earnest Money Deposit will be forfeited and the contact order will be cancelled.

b) The service contract becomes effective from the date of contract order, which shall be valid for a period of one year. BESCOM shall have right to terminate this contract without any notice or reason, if the service is not satisfactory or any malpractice is noticed.

c) The mode of payment of Security Deposit is as follows:

i. If the amount of Security Deposit payable is Rs.10,000/- and less, the same shall be payable by Cash or Demand Draft.

ii. If the amount of Security Deposit payable is more than Rs.10,000/- it shall be payable in the form of Bank Guarantee issued by a Scheduled Commercial Bank.

iii. In case of furnishing Bank Guarantee, the same must be sent to us directly by the Banker.

iv. In case you fail to furnish the required Security Deposit within the prescribed date, the Earnest Money Deposit will be forfeited and the Purchase Order will also be cancelled.

v. The Security Deposit will be discharged without any interest at the end of successful completion of Contract period.

50.0 **Liability for Accidents, injure, illness etc:** BESCOM shall not accept any liability whatsoever for any accident injuries or illness etc., caused to any security personnel deployed by the agency during the course of duties. The agency shall be solely responsible for all such happenings.

51.0 **Compensation for losses due to thefts and pilferages:** In the event of the company incurring any loss due to any thefts or pilferage occurring in any area/post/building guarded by the Agency's personnel, the agency shall compensate in full such loss as may be assessed by the company, if it is proved after investigation that, such loss is attributable to the negligence or slackness or connivance of the agency personnel such amount as mentioned above shall be deducted from the agency bill and or any other amount as may be due to him. Chief Engineer, C,O&M, BMAZ South, BESCOM, shall lodge complaint with the jurisdictional police regarding such an occurrence. The agency shall also investigate into the matter and communicate the result of such investigation to the Chief Engineer, C,O&M, BMAZ South, BESCOM. Agency shall assist the company, police or any other authorities in their investigation. If the property is recovered by the company or police, the cost of such property shall be refunded to the agency, if already recovered by him less the cost of damages to such property as assessed by the BESCOM. Restoration of

such property from police or courts shall be the responsibility of the agency.

Sd/-
Chief Engineer (Ele,),
C,O&M, BMAZ South, BESCOM